# CH \$240.00 189

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM472882

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/04/2018	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	Blue Rhino Global Sourcing, Inc.	
Street Address:	7500 College Blvd.	
Internal Address:	Suite 1000	
City:	Overland Park	
State/Country:	KANSAS	
Postal Code:	66210	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1898501	BLUE RHINO
Registration Number:	2493024	ENDLESS SUMMER
Registration Number:	2759584	ENDLESS SUMMER
Registration Number:	2903398	IT'S YOUR BACKYARD. ENJOY IT MORE WITH S
Registration Number:	2891400	LESS BITING INSECTS. MORE BACKYARD FUN.
Registration Number:	2760084	SKEETERVAC
Registration Number:	2952809	UNIFLAME
Registration Number:	2914598	VAC & TAC
Registration Number:	2905041	WAVEDRAWER

### CORRESPONDENCE DATA

**Fax Number:** 2149991572

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 2149691700

**Email:** jerry.sanders@tklaw.com **Correspondent Name:** Thompson & Knight LLP

Address Line 1: 1722 Routh Street

Address Line 2: Suite 1500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	068800.000218 (J. Sanders	
NAME OF SUBMITTER:	Laura Johnson	
SIGNATURE:	/Laura Johnson/	
DATE SIGNED:	05/07/2018	

### **Total Attachments: 4**

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## INTELLECTUAL PROPERTY RELEASE

THIS INTELLECTUAL PROPERTY RELEASE is made as of May 4, 2018 (the "<u>Intellectual Property Release</u>") by Bank of America, N.A. (the "<u>Secured Party</u>"), a national banking association, whose address is 901 Main Street, Dallas, Texas 75202.

### WITNESSETH:

WHEREAS, Blue Rhino Global Sourcing, Inc. (the "Debtor"), a Delaware corporation, whose address is 7500 College Blvd., Suite 1000, Overland Park, Kansas 66210, and the Secured Party entered into that certain Intellectual Property Security Agreement dated as of November 2, 2009 (the "Agreement"), pursuant to which the Debtor granted a security interest to the Secured Party in certain Intellectual Property Collateral (as defined below) to secure payment of all amounts owing by the Debtor under that certain Credit Agreement dated as of November 2, 2009 (the "Credit Agreement") by and among Ferrellgas, L.P., a Delaware limited partnership, as the Borrower, Ferrellgas, Inc., a Delaware corporation and the general partner of the Borrower, Bank of America, N.A., as the Administrative Agent, the Swing Line Lender, a Lender and a LC Issuer, and the Lenders from time to time party thereto.

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 9, 2009, at Reel 004093, Frame 0215;

WHEREAS, the Debtor has requested that the Secured Party release its security interest in the Intellectual Property Collateral; and

WHEREAS, capitalized terms that are not defined herein shall have the definition set forth in the Agreement and/or the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. The Secured Party hereby terminates, cancels, re-pledges, reassigns and releases its security interest in all of the Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:
  - (i) each Copyright in which the Debtor has any interest;
  - (ii) each Patent in which the Debtor has any interest;
  - (iii) each Trademark in which the Debtor has any interest, including without limitation, the trademark registrations set forth in <u>Schedule 1</u>;
  - (iv) each Intellectual Property License to which the Debtor is a party; and

[INTELLECTUAL PROPERTY RELEASE]

- (v) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by the Debtor against third parties for past, present or future infringement of any of the foregoing, and all rights and benefits of the Debtor under any Intellectual Property License.
- 2. If and to the extent the Secured Party has acquired any right, title or interest to any of the Intellectual Property Collateral, it hereby assigns and transfers such rights, title or interest to the Debtor.
- 3. The Secured Party shall, at the Debtor's expense, take all further actions, and provide to the Debtor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Debtor to more fully and effectively effectuate the purposes of this Intellectual Property Release.
- 4. This Intellectual Property Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Intellectual Property Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

[INTELLECTUAL PROPERTY RELEASE]

IN WITNESS WHEREOF, the Secured Party has caused this Intellectual Property Release to be executed as of the day and year first above written.

### **SECURED PARTY:**

BANK OF AMERICA, N.A., a national banking association

Name: Jacob Carson

Title: Assistant Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY RELEASE

# **SCHEDULE 1**

# **TRADEMARKS**

U.S. Trademark Registrations		
Mark	Registration No.	
BLUE RHINO & Design	1898501	
ENDLESS SUMMER	2493024	
ENDLESS SUMMER	2759584	
IT'S YOUR BACKYARD. ENJOY IT MORE WITH SKEETERVAC.	2903398	
LESS BITING INSECTS. MORE BACKYARD FUN.	2891400	
SKEETERVAC	2760084	
UNIFLAME	2952809	
VAC & TAC	2914598	
WAVEDRAWER	2905041	

SCHEDULE 1 TO INTELLECTUAL PROPERTY RELEASE

**RECORDED: 05/07/2018**